

PRICE PROPOSAL FORM

Exhibit A

Name of Proposer: _____

Address and Telephone Contact of Proposer: _____

Title of Authorized Individual: _____

Date of Proposal: _____

The Proposer shall use this price proposal form.

1. QUANTITY

This proposal offers the fifteen (15) buses and equipment as specified.. All buses and equipment to be furnished under the contract shall be ordered by issuance(s) of a Purchase Order(s) by THE CITY OF LINCOLN.

2. PRICES

The price shall remain firm/fixed for this order issued by THE CITY OF LINCOLN within a period of ninety (90) days of contract award.

I. LOW FLOOR BUS

Exhibit A

35 Foot

1. Base Offer per Bus: _____
2. Delivery Cost per Bus: _____
3. **Total Base Offer per Bus:** _____
- Days required for delivery of first Bus: _____
- Date of Altoona Bus Test: _____
- Vehicle Mfg. And Model: _____

2.1 PRICE PROPOSAL FORM

3 SPARE PARTS, SPECIAL TOOLS AND DIAGNOSTIC EQUIPMENT

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Complete Power Module Assembly	_____
2. Complete Engine Assembly (Dressed)	_____
3. Electronic Control Module (Engine)	_____
4. Engine Software Tools	_____
5. Complete Transmission Assembly (Dressed)	_____
6. Transmission Control Module	_____
7. Transmission Software Tools	_____
8. Transmission Shifter Assembly	_____
9. Wheelchair Ramp	_____
10. A/C Compressor	_____
11. Alternator	_____
12. Axle Differential	_____
13. ABS Software	_____
14. Destination Sign Set	_____
15. Destination Sign Software	_____
16. Dinex (I/O) Tools And Software	_____
17. Laptop Computer	_____
18. Starter Motor	_____
19. Radiator	_____
20. Exhaust Muffler And Piping (Including Catalytic Converter, if required)	_____
21. Training	_____

3. REQUIRED SIGNATURES

Exhibit A

IF SOLE OWNER, Sign here:

I sign as sole owner of the business named above:

IF PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority so to do:

IF CORPORATION, two corporate officers sign here:

The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

IF JOINT VENTURE, officers of each participating firm sign here:

The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Joint Venture Name composed of: _____

By: _____ Title: _____

By: _____ Title: _____

LOCATION OF PARTS AND TECHNICAL SERVICES FORM

Location of nearest Technical Service Representative to THE CITY OF LINCOLN:

Agency _____

Address _____

Telephone _____

Location of nearest Parts Distribution Center to THE CITY OF LINCOLN:

Agency _____

Address _____

Telephone _____

Policy for delivery of parts and components to be provided under warranty to THE CITY OF LINCOLN. (Describe)

Regular Method of Shipment _____

Cost to THE CITY OF LINCOLN _____

Policy for delivery of parts and components to be purchased by THE CITY OF LINCOLN. (Describe)

Regular Method of Shipment _____

Cost to THE CITY OF LINCOLN _____

BUS DESCRIPTION

Complete a BUS DESCRIPTION for 35' Low Floor Bus.

- A. Bus Manufacturer _____
- B. Bus Model #/Name _____
- C. Dimensions
1. Overall Length
 - a. Over Bumpers _____ Ft _____ In
 - b. Over Body _____ Ft _____ In
 2. Overall Width
 - a. Over Body excluding Mirrors _____ In
 - b. Over Body including Mirrors _____ In
 3. Overall Height
 - a. At Front Centerline of Bus _____ In
 - b. At Rear Centerline of Bus _____ In
 4. Angle of Approach _____ Deg
 5. Breakover Angle _____ Deg
 6. Angle of Departure _____ Deg
 7. Doorway Clear Opening (including grab handles)
 - a. Front Door Width _____ In Height _____ In
 - b. Rear Door Width _____ In Height _____ In
 8. Step Height from Ground, Step Riser Heights and Step Depth

Bus Floor	_____ In (Tread Depth)	_____ In (Height from Ground)
Step	_____ In (Tread Depth)	_____ In (Height from Ground)
Step	_____ In (Tread Depth)	_____ In (Height from Ground)
Ground	_____ 0 _____ In	

9. Interior Head Room (Centerline)

a. Front Axle Centerline _____ In

b. Rear Axle Centerline _____ In

10. Floor Height Above Ground (At each Door)

a. Front Door _____ In

b. Rear Door _____ In

11. Minimum Ground Clearance

a. Excluding Axles _____ In

b. Including Axles _____ In

12. Horizontal Turning Envelope

a. Outside Body (Including Bumper) Turning Radius _____ Ft _____ In

b. Inside Turning Radius _____ Ft _____ In

13. Wheelbase _____ Ft _____ In

14. Overhang (Centerline of axle over bumper)

a. Front _____ Ft _____ In

b. Rear _____ Ft _____ In

15. Seats

a. Total Number of Seat Positions _____

b. Minimum Knee-to-Hip Room _____ In

c. Minimum Aisle Width _____ In

d. Manufacturer and Model No./Name

1. Passenger _____

2. Operator _____

D. Weight of Bus

Full Complement Fluids At GVWR
(Fuel, Oil, Water)

1. On Front Axle _____ lbs _____ lbs

2. On Rear Axle _____ lbs _____ lbs

3. Total _____ lbs _____ lbs

E. Engine

1. Manufacturer _____
2. Type _____
3. Model Number _____
4. No. of Cylinders _____
5. Net S.A.E. Horsepower _____ HP at _____ RPM
6. Net S.A.E. Torque _____ Lb. Ft. at _____ RPM
7. Weight, Dry _____ lbs
8. Crankcase Oil Capacity _____ qts
9. Turbocharger, Make & Type _____
10. Maximum RPM, no load _____ RPM
11. Maximum RPM, full load _____ RPM
12. RPM at Idle _____ RPM
13. RPM at Fast Idle _____ RPM
14. Exhaust Pipe Discharge Location _____

F. Transmission

1. Manufacturer _____
2. Type _____
3. Model Number _____
4. # of Forward Speeds _____
4. Gear Ratios
 - a. First Gear _____
 - b. Second Gear _____
 - c. Third Gear (if applicable) _____
 - d. Final Drive Gear _____
 - e. Reverse _____
6. Shift Speeds
 - a. 1st to 2nd _____ MPH _____ RPM

b. 2nd to 3rd (if applicable) _____ MPH _____ RPM

c. 2nd/3rd to Final Drive _____ MPH _____ RPM

7. Oil Capacity (including Heat Exchanger) _____ Qts

G. Alternator

1. Manufacturer _____

2. Type _____

3. Model _____

4. Output at Idle _____ Amps _____ Volts

5. Output at Max RPM _____ Amps _____ Volts

6. Speed at Idle _____ RPM

7. Drive Type _____

H. Starter Motor

1. Manufacturer _____

2. Type _____

3. Model _____

I. Air Compressor(s)

1. Manufacturer _____

2. Type _____

3. Capacity at Idle _____ cfm

4. Capacity at Max RPM _____ cfm

5. Maximum Warranted RPM _____ RPM

6. RPM at Idle _____ RPM

7. Drive Type _____

J. Axle, Front

1. Manufacturer _____

2. Type _____

3. Model Number _____

4. Gross Axle Weight Rating _____ lbs

5. Wheel Size and Mfr. _____

K. Axle, Rear

1. Manufacturer _____

2. Type _____

3. Model Number _____

4. Axle Ratio _____

5. Gross Axle Weight Rating _____ lbs

L. Steering, Power

1. Pump

a. Manufacturer & Model No. _____

b. Type _____

c. Relief Pressure _____ psi

2. Booster

a. Manufacturer & Model No. _____

b. Type _____

c. Ratio _____

3. Power Steering Fluid Capacity _____ qts

4. Effort at Steering Wheel
(Unloaded stationary coach on dry asphalt pavement) _____ lbs

M. Brakes

1. Make of Fundamental Brake System _____

2. Brake Chamber – Vendor Size and Part No.

a. Front Size _____ Part # _____

b. Rear Size _____ Part # _____

3. Slack Adjuster – Vendor Type and Part No.

a. Front

1) Right _____

2) Left

b. Rear

1) Right

2) Left

4. Brake Drums

a. Front

1) Manufacturer

2) Part Number

3) Diameter _____ In

b. Rear

1) Manufacturer

2) Part Number

3) Diameter _____ In

5. Brake Block Manufacturer

6. Brake Blocks per Shoe

a. Front _____ In

b. Rear _____ In

7. Brake Block Widths

a. Front _____ In

b. Rear _____ In

8. Brake Block Lengths

a. Front _____ In

b. Rear _____ In

9. Brake Block Thickness _____ In

10. Brake Block Area per Wheel

a. Front _____ Sq In

b. Rear _____ Sq In

N. Cooling System

1. Radiator
 - a. Manufacturer _____
 - b. Type _____
 - c. Model Number _____
 - d. Number of Tubes _____
 - e. Number of fins per vertical inch _____
2. Total Cooling and Heating System Capacity _____ Gals
3. Radiator Fan Speed Control Type _____
4. Surge Tank Capacity _____ Gals
5. Engine Thermostat Temperature Setting _____ Deg
6. Overheat Alarm Temperature Sending Unit Setting _____ Deg

O. Air Reservoir Capacity

1. Supply Reservoir _____ Cu In
2. Primary Reservoir _____ Cu In
3. Secondary Reservoir _____ Cu In
4. Parking Reservoir _____ Cu In
5. Accessory Reservoir _____ Cu In
6. Other Reservoir _____ Cu In

P. Heating and Ventilating Equipment

1. Heating System Capacity _____ BTU
2. Ventilating Capacity _____ cfm
3. Heater Cores
 - a. Main Heater
 - 1) Manufacturer & Model No. _____
 - 2) Number of Rows _____
 - 3) Number of Fins per vertical inch _____
 - 4) Number of Heater Cores _____
 - b. Driver Heater
 - 1) Manufacturer & Model No. _____
 - 2) Number of Rows _____
 - 3) Number of Fins per vertical inch _____
 - 4) Number of Heater Cores _____
4. Hot Water Pump
 - a. Manufacturer _____
 - b. Type _____
 - c. Model Number _____
5. Controls
 - a. Manufacturer _____
 - b. Type _____
 - c. Model Number _____

Q. Air Conditioning

1. Cooling System Capacity _____ BTU
2. Freon Capacity _____ lbs
3. Compressor

- a. Manufacturer _____
- b. Model No. _____
- c. Capacity _____

4. A/C Blower

- a. Manufacturer _____
- b. Model No. _____
- c. Capacity _____

R. Interior Lighting

- 1. Type _____
- 2. Number of Fixtures _____
- 3. Size of Fixtures _____
- 4. Ballast
 - a. Manufacturer _____
 - b. Model No. _____

S. Body Construction

- 1. Wheel Well Material _____
- 2. Front Stepwell Material _____
- 3. Rear Stepwell Material _____
- 4. Floor Construction Material _____

4.1.1.1 CONTRACT FOR PURCHASE OF BUSES

This Contract is made and entered into by and between THE CITY OF LINCOLN, and Contractor, a Corporation in good standing under the laws of the State of _____ as of this ____ day of October, 2005.

RECITALS

Whereas, THE CITY OF LINCOLN issued a Request for Proposals ("RFP") on June 23, 2005 for the purchase of fifteen (15) buses as per Exhibit A; and

Whereas, Contractor submitted a Proposal and/or Best and Final Offer, dated _____, a copy of which is attached and incorporated as Exhibit B; and

Whereas, THE CITY OF LINCOLN City Council has passed resolution 05-____ to award this contract to Contractor, which offered the most advantageous proposal to THE CITY OF LINCOLN, price and other factors considered, for the purchase of fifteen (15) buses.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **A. Purchase of Buses** Subject to the terms and conditions contained herein, THE CITY OF LINCOLN agrees to purchase from Contractor and Contractor agrees to sell to THE CITY OF LINCOLN an order of fifteen (15) buses in accordance with the RFP and Contractor's Proposal.

B. Option Purchase of Buses. THE CITY OF LINCOLN has no intention of offering optional purchases off of this contract.
2. **Incorporation by Reference** The following documents, and each and every term and condition thereof, are incorporated herein by reference as though fully set forth at this point:
 - a. **THE CITY OF LINCOLN Documents:** THE CITY OF LINCOLN Request for Proposal and any addenda thereto. Copies of said documents are attached hereto and marked Exhibit A.
 - b. **Contractor Documents:** Contractor's Best and Final Offer dated _____, 2005 and Technical Proposal dated _____, 2005 are attached hereto and marked Exhibit B.
3. **Precedence of Documents** In the event of any conflict between the documents set forth in Sections 2(a) and the documents set forth in Section 2 (b), the conflict shall be resolved by giving the documents set forth in Section 2 (a) precedence over the documents set forth in Section 2(b).
4. **Compensation and Method of Payment** The cost per vehicle unit shall be in accordance with Exhibit B.

THE CITY OF LINCOLN agrees to pay Contractor a sum not to exceed ____ Million ____ Hundred ____ Thousand ____ Hundred ____ Dollars and ____ Cents

(\$ _____) for _____ () _____-foot () diesel-powered transit buses for the initial order of buses. THE CITY OF LINCOLN shall pay to the contractor the full contract price for each bus within thirty (30) days after acceptance by THE CITY OF LINCOLN of said bus and receipt of an approved invoice from Contractor.

5. **Time of Performance**

The initial order of buses set forth to be purchased by THE CITY OF LINCOLN under this contract shall be completed in first-class condition and ready for acceptance by THE CITY OF LINCOLN no later than _____, _____. Failure to comply with this schedule shall subject Contractor to liquidated damages and such other remedies as shall be available to THE CITY OF LINCOLN.

6. **Amendment** This Contract, and any of the exhibits to it, may be amended at any time, but only upon the prior written approval of both parties.

7. **Faithful Performance Bond** Contractor shall timely submit a Faithful Performance bond in an amount equal to fifty percent (50%) of the contract price for the initial order of buses with THE CITY OF LINCOLN shown as obligee and in a form and executed by a surety acceptable to THE CITY OF LINCOLN.

8. **Remedies Cumulative** The remedies conferred by this Contract upon THE CITY OF LINCOLN are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.

9. **Successors and Assigns** This Contract shall be binding upon and inure to the benefit of THE CITY OF LINCOLN and Contractor and their respective successors in interest and assigns.

10. **Waiver** No waiver of any breach of the terms, conditions, or covenants of this Contract shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions, or terms of this Contract.

11. **Notices** Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

THE CITY OF LINCOLN

Contractor

12. **Insurance** Prior to Authority issuing a Notice to Proceed, Contractor shall submit all required insurance certificates to City of Lincoln, in accordance with terms outlined in the Request for Proposals.

13. **Time of the Essence** Time is of the essence in this Contract.

14. **Headings** The descriptive headings used in this Contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

15. **Severability** In the event any part or provision of this Contract shall be determined to be invalid or unenforceable under the laws of the State or the United States, the remaining portions of this Contract shall nevertheless continue in full force and effect.
16. **Attorneys' Fees** If THE CITY OF LINCOLN or Contractor bring any action to interpret or enforce this Contract, or for damages for any alleged breach hereof, the prevailing party in such action shall be entitled to reasonable attorneys' fees, in addition to all other recoverable damages and costs.
17. **Entire Agreement** It is expressly agreed between THE CITY OF LINCOLN and the Contractor that this Contract expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements, and understandings between them regarding the subject matter of this Contract.
18. **Governing Law** This Contract shall be governed and construed in accordance with the laws of the State.
19. **Subject to the Federal Transit Administration Disbursement** This Contract and any future amendments thereto shall be subject to disbursement of funds to THE CITY OF LINCOLN by the Federal Transit Administration (FTA). THE CITY OF LINCOLN reserves the right to cancel the contract at any time, in accordance with the terms as outlined in the Request for Proposals, if adequate funding is not made available for the intended purchases.
20. **FTA Certifications** Contractor shall execute the following certifications for THE CITY OF LINCOLN:
1. Motor Vehicle Safety and Pollution Certification
 2. Buy America Certification
 3. Certification Regarding Debarment
 4. Transit Vehicle Manufacturer's DBE Certification
 5. FTA Bus Testing Certification
 6. Lobbying Certification

IN WITNESS WHEREOF, the parties hereunto execute this Contract effective the date set forth above.

THE CITY OF LINCOLN

(Contractor)

Transit Manager

by (Signature)

APPROVED AS TO LEGAL FORM
AND CONTENT:

Name, Title (Print)

THE CITY OF LINCOLN Legal Counsel

Attested by (Signature)

Name, Title (Print)

BUY AMERICA AUDIT WORKSHEET -- ROLLING STOCK

A. Law Regarding Compliance with Buy America Regulations (49 CFR §661.11(a))

1. The cost of **components** produced in U.S. is more than 60% the cost of all components:
 - a. **component** is of domestic origin if more than 60% of the **subcomponents** of that **component**, by cost, are of domestic origin and component is manufactured in U.S. (49 CFR §661.11(i))
 - b. a **subcomponent** is of domestic origin if manufactured in U.S. (49 CFR §661.11(j)).
2. Final assembly occurs in U.S. (defined as creation of the end product from individual elements brought together for that purpose through application of manufacturing processes (49 CFR §661.11(t)).

B. Procedure for Showing Buy America Compliance

1. **Step 1** - Show information for **components**, listing as many **components** needed to reach a cost percentage greater than 60% of the cost of all of the components. Example (assuming the bid price is \$200, the fully allocated cost of all components if \$100 and the cost of final assembly is \$100):

Component	Mfgr	Manufacture Location	Cost	Percentage of Cost of All or Components of the
Rolling Stock				
Seating	XYZ	must be U.S.	\$30	30%
Car Shells	ABC	must be U.S.	\$31	31%
Total must be greater than 60%				

The cost information can be shown as a dollar amount or as the percentage of the cost of a specific component in relation to the cost of all components for the rolling stock.

2. **Step 2** - Show information for **subcomponents** for each component, listing as many **subcomponents** needed to reach a cost percentage greater than 60% of the cost of all subcomponents of that **component**. Example (assuming that the fully allocated cost of all subcomponents for the component, which excludes the manufacturing cost, is \$25):

Seating Component

Subcomponents	Mfgr	Manufacture Location	Cost	Percentage of Cost or of All
Subcomponents				
Cushions	LMT	must be U.S.	\$12	48%
Metal Frame	ARE	must be U.S.	\$10	40%
Total greater than 60%				

The cost information can be shown as a dollar amount or as the percentage of the cost of the specific subcomponent in relation to the cost of all of the subcomponents of the component.

3. **Step 3** - final assembly occurs in U.S.
 - a. state location of final assembly;
 - b. briefly describe activities to occur during final assembly; and
 - c. state proposed total cost of final assembly.

BUY AMERICA CERTIFICATE

(Steel, Iron or Manufactured Products)

Exhibit F

SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATIONS:

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

FTA BUS TESTING CERTIFICATION

Exhibit G

☐ **I. NEW BUS MODEL TO BE TESTED**

In accordance with 49 CFR Part 665, "Bus Testing Program," the Proposer certifies that the bus model being proposed for this Contract is a new bus model or a bus model with a major change in configuration or components (as described in Subpart A of the interim rule). Contractor, at its own expense, will arrange for the required testing at the FTA Bus Testing Facility at Altoona, Pennsylvania prior to THE CITY OF LINCOLN's acceptance of the first vehicle in a manner that the Time for Performance outlined in the Contract Specifications will not be impacted. Contractor will provide a copy of the Test Report prepared for this bus model prior to acceptance.

OR

☐ **II. BUS MODEL ALREADY TESTED**

In accordance with 49 CFR Part 665, "Bus Testing Program," the Proposer certifies that the bus model being proposed for this Contract is not a new bus model and does not incorporate a major change in configuration or components (as described in Subpart A of the interim rule). The Contractor will provide, upon request of THE CITY OF LINCOLN, a copy of the Test Report prepared for the bus model accepted under this Contract.

(CHECK ONE BOX ONLY)

Date: _____

Firm: _____

Signature: _____

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year Quarter Date of last report:
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
<i>(Attach Continuation Sheet(s), if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:		
<i>(Attach Continuation Sheet(s), if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.	Signature: Print Name: Title: Telephone No. Date:	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;
8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-
C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-
32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C;
4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-
C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-
01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).

Enter Last Name, First Name, and Middle Initial(MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Exhibit I

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTION

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: _____

Title: _____

Signature: _____

Date: _____

MOTOR VEHICLE SAFETY AND POLLUTION CERTIFICATE

The undersigned Proposer hereby certifies the following:

1. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of the auxiliary power equipment.
2. All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
3. Visible emission for the exhaust will not exceed #1 on the Ringlemann Scale when measured six inches (6") from the tailpipe with the vehicle in steady operation.
4. When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed #2 on the Ringlemann Scale for more than five (5) seconds and no more than #1 on the Ringlemann Scale thereafter.
5. The vehicle engine furnished meet the Federal and State regulations for year of manufacture; certificate to include the values of the H.C. and NO2 and CO-grams per BHP-HR.
6. The vehicles shall comply with the Federal Motor Vehicle Safety Standards as established by the United States Department of Transportation in effect on the date of manufacture.
7. That the vehicles shall comply with all requirements of the laws of the State, including all regulations set forth by the State Highway Patrol in effect on the date of manufacture.

Firm Name: _____

Signature of Authorized Official: _____

Name and Title of Authorized Official: _____

Date: _____

**TRANSIT VEHICLE MANUFACTURER'S (TVM) DBE CERTIFICATION
OF COMPLIANCE WITH 49 CFR §26.49(a)**

This procurement is subject to the provisions of 49 CFR §26.49(a). Accordingly, as a condition of permission to submit a proposal, the following certification must be completed and submitted with the proposal. A proposal which does not include such certification will not be considered.

8TRANSIT VEHICLE MANUFACTURER'S CERTIFICATION

(Name of Firm) _____, a TVM, hereby certifies that it has complied with the requirements of 49 CFR §26.49(a) by submitting a current annual Disadvantaged Business Enterprise ("DBE") goal to FTA. The goal

applies to Federal Fiscal Year _____ (October 1, _____,
to September 30, _____), and has been approved or not disapproved by FTA.

(Name of Firm) _____, hereby certifies that

(Name of Firm) _____, manufacturer of the transit vehicle
to be supplied by (Name of Manufacturer)

_____ has complied with the above-referenced requirement of 49
CFR §26.49(a)

Signature: _____

Title: _____

Firm: _____

Date: _____

PERFORMANCE BOND

WHEREAS THE CITY OF LINCOLN, State of _____, hereinafter designated as City of Lincoln," by Resolution Number _____,

passed _____, 2005, has awarded to

_____, hereinafter designated as the

"Principal," a Contract for provision of ____ () ____-Foot Diesel _____ Configuration Buses; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and _____, as Surety, are held and firmly bound unto the said City of Lincoln in the penal sum of

_____ Dollars (\$ _____) lawful money of the United States being a sum equal to fifty percent (50%) of the total amount payable for the initial order of buses by the terms of said Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreement in the said Contract and any alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respect according to their true intent and meaning, as therein stipulated then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

In the event that said City of Lincoln, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to said City of Lincoln, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument

under their seals this _____ day of _____, 2005, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

By: _____

Surety

Address of Surety

FAIR EMPLOYMENT PRACTICES CERTIFICATE

Exhibit N

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will send to each labor union or representative of worker with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section; and the Contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Contractor will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment practices section of this contract.
4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Proposer" as to future contracts for which such Contractor may submit proposals, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government Code Section 12970 or obtained a court order under Government Code Section 12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless it demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, the Contractor's pre-qualification rating will be revoked at the expiration of such period.

5. The Contractor agrees that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in this Fair Employment practices section shall be construed in any manner of fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.
7. Prior to award of the contract, the Contractor shall certify to the awarding authority that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - a. The Contractor shall provide evidence, as required by the awarding authority, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that it has notified all sources of employee referral (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The Contractor shall file a basic compliance report as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through its representatives, the Contractor shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

- (2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- e. The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- 8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each such subcontractor.
- 9. Statements and Payrolls. The Contractor shall maintain its records in conformance with the requirements in the Specifications and the following special provisions:
 - a. The submission by the Contractor of payrolls, or copies thereof, is not required. However, each Contractor and subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.
 - b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.
 - c. The Contractor shall make its payroll records available at the project site for inspection by THE CITY OF LINCOLN and shall permit THE CITY OF LINCOLN to interview employees during working hours on the job.

The following certification is to be executed by every Bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his/her address and official capacity.

FAIR EMPLOYMENT PRACTICES CERTIFICATE

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the bidder will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

(Type) PRODUCT AND SERVICES

(Type) BIDDING COMPANY

By _____
 SIGNATURE

(Type) NAME OF SIGNER

(Type) TITLE

Address _____
 NUMBER AND STREET

CITY STATE ZIP CODE

TELEPHONE

DRUG FREE WORKPLACE CERTIFICATION

Exhibit O

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) Any available counseling, rehabilitation and employee assistance programs, and Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free policy statement; and,
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country shown below, is made under penalty of perjury under the laws of the State.

x _____

OFFICIAL'S NAME

Exhibit O

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACT OR GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

CERTIFICATION OF NON-COLLUSION

Exhibit P

By submission of this proposal, each offerer and each person signing on behalf of any offerer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The contents of this proposal and of any subsequently submitted best and final offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such proposal with any other offerer or with any competitor.
2. Unless otherwise required by law, the contents of the proposal and of any subsequently submitted best and final offer have not been knowingly disclosed by the offerer and will not knowingly be disclosed by the offerer prior to opening, directly or indirectly, to any other offerer or to any competitor; and,
3. No attempt has been made or will be made by the offerer to induce any other person, partnership, or corporation to submit or not to submit a proposal or a best and final offer for the purposes of restricting competition.

Offerer

Date

Authorized Signature

Notary

Subscribed and sworn before me this ____ day of _____, 2____
_____ my commission expires _____, 2____.